

November 24, 2021

**VIA ELECTRONIC FILING**

The Honorable Jocelyn G. Boyd  
Chief Clerk and Administrator  
Public Service Commission of South Carolina  
101 Executive Center Drive, Suite 100  
Columbia, South Carolina 29210

**RE: Piedmont Natural Gas Company, Inc.  
Docket No. 2019-387-A**

Dear Ms. Boyd:

Commission Regulation 103-823.2 governs the protections of customer data that is in the custody of a public utility. Piedmont Natural Gas Company, Inc. ("Piedmont" or "Company") is a subsidiary of Duke Energy Corporation and is engaged in the business of transporting, distributing, and selling natural gas in the states of South Carolina, North Carolina and Tennessee. Piedmont is a public utility under the laws of this State, and its public utility operations in South Carolina are subject to the jurisdiction of this Commission.

Commission Regulation 103-823.2(H) requires each electrical and natural gas public utility, among others, to "[d]evelop and seek Commission approval of guidelines for implementation of this section." The regulation requires the public utility to "[f]ile its initial guidelines within 180 days of the effective date of this regulation for Commission approval."

Enclosed for Commission approval please find a copy of Piedmont's "Implementation Guidelines for Utility Customer Data" ("Piedmont Guidelines").

If you have any questions regarding this filing, please contact me at the numbers shown above.

Sincerely,

/s/ Jasmine K. Gardner  
Jasmine K. Gardner

JKG/rkg

Enclosures

cc: ORS  
Pia Powers  
Bruce Barkley  
James Jeffries IV

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a copy of the attached is being served this date upon all of the parties to this docket electronically or by depositing a copy of the same in the United States Mail, First Class Postage Prepaid, at the addresses contained in the official service list in this proceeding.

This the 24th day of November, 2021.

/s/ Richard K. Goley  
Richard K. Goley

# **Piedmont Guidelines**

**PIEDMONT NATURAL GAS COMPANY, INC.**  
**GUIDELINES FOR CUSTOMER DATA PRIVACY, SECURITY, AND ACCESS**

**I. Overview**

S.C. Code Ann. Regs. 103-823.2 requires each electrical, natural gas, water or wastewater public utility to develop and seek approval of guidelines for the implementation of the rule from the Public Service Commission of South Carolina (the “Commission”). Pursuant to the regulation, the guidelines should address: 1) customer notice and awareness, 2) customer choice and consent, 3) customer data access, 4) data quality and security procedures and measures, 5) public utility accountability and auditing, 6) frequency of notice to customers, and 7) due diligence exercised by utility when sharing customer data with third parties.

Piedmont Natural Company, Inc. (“Piedmont” or “Company”) is a public utility engaged in the business of transporting, distributing and selling natural gas in South Carolina, Tennessee and North Carolina. Piedmont is a wholly owned subsidiary of Duke Energy Corporation (“Duke Energy”).

Piedmont is a public utility under the laws of South Carolina, subject to the jurisdiction of this Commission with respect to its operations in this State and to regulatory conditions that govern relationships, transactions, and activities between the Company and other Duke Energy entities such as Affiliates, Nonpublic Utility Operations, Non-Regulated entities and third parties.

The Company’s Code of Conduct governs the relationships, activities, and transactions between and among Piedmont, its affiliates, and third parties, and provides controls that dictate the terms by which non-public customer information is shared, disclosed, and protected. The Code of Conduct was implemented by the Company as a result of the merger between Piedmont and Duke Energy and was adopted by this Commission in Order No. 2016-772 dated November 2, 2016.

Piedmont notes that the Code of Conduct defines Customer Information as non-public information or data specific to a customer or group of customers, including, but not limited to natural gas consumption, load profile, billing history, or credit history that is or has been obtained or compiled by the Company in connection with the supplying of natural gas services to that customer or group of customers. The Code of Conduct’s requirements apply to this definition of Customer Information, which is narrower than the definition of Customer Data outlined in S.C. Code Ann. Regs. 103-823.2.

## II. Guidelines

### a) **Customer Notice and Awareness — practices to explain policies and procedures to customers.**

- The Company's Privacy Policy applies to the personal information obtained through the Company's website. The Privacy Policy describes the types of personal information that may be obtained, how the Company uses it, with whom the Company shares it, and the choices available regarding the Company's use of the information. The Privacy Policy is publicly available on [www.piedmontng.com](http://www.piedmontng.com) and attached here as **Exhibit A**.
- The Company provides all new South Carolina customers with a welcome brochure containing a copy of the Customer Bill of Rights and information on rate schedules via mail or electronically, depending on whether the customer has provided an email address. A copy of these communications is attached hereto as **Exhibit B**.
- Piedmont customers who digitally enroll in My Account must agree to the Terms of Use. The Company's Voice, SMS/Texting and Email Terms and Conditions apply to the customers who otherwise elect to receive and engage in electronic communications with Piedmont. A copy of the Terms of Use and the Voice, SMS/Texting and Email Terms and Conditions are publicly available on [www.piedmontng.com](http://www.piedmontng.com) and attached hereto as **Exhibit C**.

### b) **Customer Choice and Consent — processes that allow the customer to control access to customer data including processes for customers to monitor, correct or limit the use of customer data.**

- Piedmont offers customers choices in connection with the personal information that the Company obtains. To update their preferences, limit the communications received from the Company, or submit a request, customers may contact the Company as specified in the Privacy and Customer Service sections of [www.piedmontng.com](http://www.piedmontng.com).
- As mentioned above, Customer Information is information that Piedmont collects and that must be protected in accordance with its Code of Conduct. Pursuant to the Code of Conduct, Section III.A.2.(b), Customer Information may not be disclosed by Piedmont to any person, Affiliate, Nonpublic Utility Operation or third party without the customer's explicit and informed consent, with some exceptions outlined in S.C.

Code Ann. Regs. 103-823.2 and in Sections III. A.2.(b) and IIIA.2.(f) of the Company's Code of Conduct.

- The process for a third party to access Customer Information can be initiated by completing the Customer Data Release Form, attached as **Exhibit D**. A Customer Data Request Consent Form must be completed in order for Customer Information to be released. This form is obtained by contacting the Company as indicated in the Customer Service section of [www.piedmontng.com](http://www.piedmontng.com)
- Customers will receive email communications from the Company in connection with their use of certain services, such as when a customer signs up for an account online, performs an online transaction (for example, paying their bill or requesting a new password) or provides their email address to a customer contact representative. Customers may also receive email communications from the Company about new products and services. To opt out of receiving marketing emails from the Company, customers can use the one-click unsubscribe link at the bottom of emails.

**c) Customer Data Access — procedures for use of customer data, purpose for collection, limitations of use of customer data and processes for customer non-standard requests.**

- Piedmont is generally not permitted to disclose Customer Data or Customer Information to third parties without customer consent, except as specified in S.C. Code Ann. Regs. 103-823.2 and in the Company's Code of Conduct.
- For an affiliate to access Customer Information, Piedmont obtains customer consent through the use of Customer Data Request Consent Forms, or Customer Disclosure Authorization ("CDA") forms, or their electronic counterpart.
- For other requests not covered herein, customers may contact Piedmont as provided in the Customer Service section of [www.piedmontng.com](http://www.piedmontng.com).

**d) Data Quality and Security Procedures and Measures — procedures for security and methods to aggregate or anonymize data.**

- The Company maintains administrative, technical, and physical safeguards designed to protect personal information against accidental, unlawful, or unauthorized destruction, loss, alteration, access, disclosure, or use.
- Pursuant to the Code of Conduct Section III.A.2.(g), Piedmont shall take appropriate steps to store Customer Information in such a manner as to limit access to those persons

permitted to receive it and shall require all persons with access to such information to protect its confidentiality. Accordingly, the Company maintains administrative, technical and physical safeguards designed to protect personal information against accidental, unlawful or unauthorized destruction, loss, alteration, access, disclosure or use.

- Pursuant to S.C. Code Ann. Regs. 103-823.2.A.(1), the term "aggregated data" means customer data, alone or in combination with non-customer data, resulting from processing (e.g., average of a group of customers) or the compilation of customer data from which all unique identifiers have been removed. The Commission's rule defines the term "unique identifier" to mean a customer's name, account number, meter number, mailing address, telephone number, or email address. The rule also provides that aggregated data which has been aggregated to a degree that individual Customer Information is not identifiable shall not be considered "customer data."
  - Pursuant to the Commission's rule and the Company's Code of Conduct, when responding to third party requests for aggregated data, the Company only provides data that has been aggregated to such a degree that individual Customer Information is not identifiable.
- e) **Public Utility Accountability and Auditing — reporting of unauthorized disclosures, training protocol for employees, periodic evaluations, self-enforcement procedures, and penalties.**
- Pursuant to the Code of Conduct Section III.A.2.(k), the Company reports any inappropriate disclosures of Customer Information to the Commission. Those reports detail the circumstances of the disclosure, the Customer Information disclosed, the results of the disclosure, and the steps taken to mitigate the effects of the disclosure and prevent future occurrences.
  - Pursuant to Piedmont's Regulatory Condition 14.3 - Annual Training, Piedmont provides annual training on the requirements and standards contained within its Regulatory Conditions and Code of Conduct to all employees (including employees who provide shared services from Duke Energy Business Services, LLC ("DEBS") to Piedmont) whose duties in any way may be affected by such requirements and standards. New employees must receive such training within the first 60 days of their employment. Each employee who has taken the training must certify electronically or in writing that s/he has completed the training. This regulatory condition was also adopted by this Commission in Order 2016-772.

- The Company performs periodic evaluations (including compliance audits and other measures) to ensure the proper handling of Customer Information and adequacy of self-enforcement procedures.

**f) Frequency of Notice to Customers — practices and procedures to provide initial and annual notification of its privacy policy to customers.**

- The Privacy Policy is publicly available at [www.piedmontng.com](http://www.piedmontng.com).
- The Privacy Policy is updated to reflect changes in the Company's personal information practices. The date of the most recent update will be reflected at the top of the policy.

**g) Due Diligence Exercised by Utility When Sharing Customer Data with Third Parties — practices, policies, and procedures when selecting the third party with whom the utility will share data so as to minimize unauthorized or inadvertent disclosure of customer data.**

- Pursuant to S.C. Code Ann. 103-823.2 and the Company's Code of Conduct, Piedmont may disclose Customer Information to DEBS, any other affiliate, or a non-affiliated third party, without customer consent to the extent necessary for the affiliate or non-affiliated third party to provide goods or services to the Company and upon the written agreement of the other affiliate or non-affiliated third-party to protect the confidentiality of such Customer Information.
- The Company is covered by Duke Energy's Third-Party Risk Management ("TPRM") Program to identify risks to the organization, and where appropriate, implement mitigating controls to manage those risks. The mission of the TPRM Program is to centralize Duke Energy's capabilities to manage cybersecurity risks associated with engaging third parties who provide information and application hosting services to or on behalf of the Company.
- The Company has forms (standard terms and conditions) which are added to new master service agreements and form updates when they are due for review/renewal. While some provisions are subject to revision during the contracting process, these forms all have confidentiality provisions, restricted use, return or destroy obligations, as well as an obligation to notify the Company in the event of a threatened, attempted or successful breach or unauthorized access.

# EXHIBIT A



# Privacy Policy

*Last updated August 1, 2015*

Piedmont Natural Gas Company, Inc. (“Piedmont”) and its subsidiaries values the privacy of its customers. Piedmont also believes that individuals should be empowered to protect their own information. This Policy is intended to give users of this website (the “Site”) information on what information Piedmont collects on this site, how Piedmont uses that information, and choices that users have regarding their information. Any questions or concerns by a user regarding the privacy of his or her information in connection with this Site should be directed to Piedmont through the means as specified in section 8 below.

You will receive e-mail communications from us when you sign up for an account online, perform an online transaction (such as paying your bill, requesting a new password, etc.) or opt in to receive marketing e-mails from us. If you have opted to receive marketing e-mails, we may contact you via e-mail about new products and services. To opt out of receiving these marketing e-mails, please log into your online account and edit your profile.

This Policy covers only information collected on or through this Site from individuals and businesses using Piedmont’s services. We only collect personal information if you voluntarily provide it such as through online account access.

Piedmont may change the terms of this Policy at any time. If we do so, we will notify you here. The date at the top of this page will reflect the last update. You should check this page regularly to check for updates. Your continued use of this Site after any changes in these terms constitute your agreement with these terms. Piedmont reserves the right to modify or discontinue this Site at any time.

## 1. Information Collected

Piedmont collects some personal information from users of this Site. Examples of personal information that Piedmont collects from you include:

- Contact information (including name, email address, physical mailing address, telephone number and similar information that you provide)
- User name and password;
- Date of birth;
- Social security number and driver’s license number;
- Bank account information if you choose the automatic draft option of payment;
- Information about your computer and browser;
- Customer service requests

Piedmont uses “cookies” to remember user preferences and to maximize the performance of our website and services. For example, cookies help Piedmont identify returning users so that you do not need to enter your account information every time you pay your bill.

Piedmont also uses technology to count visitors to the Site and analyze how visitors use the Site. This information generally is anonymized instead of being used to identify a particular user.

Piedmont also maintains log files of traffic that visits the Site. Piedmont’s services are designed to automatically record the information that you or your web browser sends when you visit the Site. These log files include information such as your requests, IP address, browser type, browser language, the date and time of your request, and one or more cookies that may uniquely identify your system.

## 2. No Assurances of Privacy

Piedmont will take commercially reasonable steps to safeguard all personal information provided by you using this Site from unauthorized access and use. These measures are designed to protect such personal information from unauthorized person when you are using this Site. Unfortunately data, including e-mail and electronic communications, submitted over the Internet is subject to the risk of being accessed by unauthorized third parties. No security system is fail-safe and Piedmont cannot guarantee the information you provide will never be obtained by unauthorized persons. By using this website, you acknowledge and accept this risk.

There are some steps you can take to help protect your own personal information. For example, if you utilize our customer service options, including viewing your bill, a password or PIN number may be required. Maintaining the confidentiality of this password is your responsibility, and you should change your password if you suspect confidentiality has been compromised. The following steps may help safeguard information: (a) do not share your ID or password with anyone; (b) change your password regularly; (c) remember to sign off once you have submitted an application for a service online, or completed a secure online session; and (d) only provide your access ID when your browser indicates an encrypted connection, such as Secure Socket Layer (SSL), directly to the Site or to another site you have investigated and fully trust.

As between you and Piedmont, any information or material submitted to Piedmont in connection with this Site is provided on a non-confidential and non-proprietary basis. By submitting information and material through this Site, you authorize Piedmont to use that information.

## 3. Use of Information

Piedmont uses the information submitted through this Site for various purposes. Account information submitted by Piedmont customers through online about access is used to provide the services requested by the customer and perform accounting, auditing, billing credit checking and collection activities. If a legal dispute arises, Piedmont also may use the information in connection with that dispute. Other information or material submitted by users of this Site may be used by Piedmont for any purpose on an unrestricted basis, including but not limited to reproduction, display, performance, modification, transmission and distribution. Piedmont is also free to use any ideas, concepts, know-how or techniques submitted to Piedmont for any purpose on an unrestricted basis. Without limiting the foregoing, Piedmont uses the information that it collects to provide services to consumers; conduct research and analysis (for example, market and consumer research); analyze security; establish and manage Piedmont accounts; collect and process payments and complete transactions; provide customer support; analyze user behavior to customize users’ preferences; customize and improve the Site’s properties; analyze and develop new products, services and websites; perform accounting, auditing, billing and collection activities; investigate and protect against potential or actual criminal activity; comply with and enforce applicable legal requirements, agreements and policies; and perform other activities consistent with this Policy.

## 4. Disclosure to Others

Piedmont does not intentionally reveal any personal information that is provided by you through this Site to any third parties, except (i) when requested to do so by providers of services that are provided under rules of confidentiality and under contract between Piedmont and a third-party vendor and are necessary for the provision of such services; or (ii) when requested by a governmental agency having jurisdiction, or by a court of competent jurisdiction or other operation of law; (iii) when Piedmont believes disclosure is necessary and appropriate to prevent physical, financial or other harm, injury or loss or in connection with an investigation of suspected or actual illegal activity or exposure to legal liability, or (iv) other legitimate business purpose such as credit checking, collection or customer service activities.

## 5. Managing Information You Provide

You can stop providing the information collected by Piedmont through this Site simply by ceasing to use the Site. You also can choose to no longer provide personal information through this Site by ceasing to provide it. Piedmont will retain some of the information you already provided such as cookies and anonymized data. For example, if you are a customer and you choose not to provide information through this Site, we will continue to store your account information. Please note that if you choose not to provide the information requested by this Site regarding your account as a customer, Piedmont may not be able to provide you services.

If you believe that any personal information you submitted through this Site to Piedmont is no longer accurate, please provide updated information by contacting Piedmont through the means specified in section 8 below. Please note that Piedmont does not permit changes that violate the law or any legal requirement.

## 6. No Assurances Regarding Other Websites

Any non-Piedmont web site accessed through this Site is independent from Piedmont. Piedmont has no control over such independent sites and is not responsible for the availability, content or use of those sites, including any link contained in those sites or any changes or updates to those sites. Piedmont makes no representations whatsoever about any other site you may access through this Site. Reference by Piedmont to another site does not mean Piedmont endorses or accepts responsibility for the content or use of that independent site or has any association with it or its operators.

## 7. Applicable Law and Forum

You agree that these terms and conditions and your use of this Site are governed by the laws of the State of North Carolina. You hereby consent to the exclusive jurisdiction of the courts in Charlotte, North Carolina for any claim or dispute arising from these terms and conditions or the use of this Site. You are responsible for compliance with all applicable laws.

## 8. Contacting Piedmont

If you have any questions or concerns pertaining to the privacy or security of your personal information, you can contact us by:

Email:

[customerselfservice@piedmontng.com](mailto:customerselfservice@piedmontng.com)

Phone:

1-800-752-7504

Mail:

Piedmont Natural Gas  
P.O. Box 33068  
Charlotte, NC 28233

Other questions or concerns may be addressed by visiting our [Contact Us](#) page.

[Duke Energy/Piedmont Natural Gas Code of Conduct](#)



| FOR YOUR HOME         | FOR YOUR BUSINESS     | OUR COMPANY                | DOING BUSINESS WITH US                          | CUSTOMER SERVICE            |
|-----------------------|-----------------------|----------------------------|---|-----------------------------|
| My Account            | My Account            | About Piedmont Natural Gas | Resources for Residential Builders              | En español                  |
| Billing and Payment   | Billing and Payment   | Careers                    | Resources for Contractors and Equipment Dealers | Customer Messages           |
| Start, Stop or Move   | Start, Stop or Move   | Safety Information         | GTIS Online                                     | Public Awareness and Safety |
| Save Energy and Money | Save Energy and Money | Infrastructure Projects    | CNG Fueling Stations                            |                             |
| Products and Services | Products and Services | Investors                  | Multi-Tenant Projects                           |                             |
|                       |                       | Media                      | Technology and Design Center                    |                             |

# EXHIBIT B



Piedmont  
Natural Gas

south carolina customers



## in this customer guide

piedmont natural gas

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## natural gas — the best energy choice

Piedmont Natural Gas provides safe, reliable and affordable natural gas to more than 1 million homes and businesses in North Carolina, South Carolina and Tennessee. We've been in operation for more than 50 years, and we're pleased to be your trusted energy provider.

### YOU'VE MADE A GREAT CHOICE WITH NATURAL GAS

Natural gas is one of the cleanest, safest and most efficient of all fossil fuels. It heats cold water faster, cooks food more evenly, emits fewer greenhouse gases and is more energy efficient than electricity. As natural gas prices continue to fall, our customers are cooking their meals, heating their homes and enjoying hot water for incredibly low rates.

### HOW IS NATURAL GAS DELIVERED TO YOUR HOME OR BUSINESS?

We own and operate a pipeline delivery system that is heavily regulated by both federal and state agencies. From construction to inspection and maintenance, Piedmont meets and exceeds these regulations to deliver natural gas from our suppliers to your home or business.



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## getting in touch with Piedmont Natural Gas

piedmont natural gas

You can reach Piedmont Natural Gas 365 days a year, 24 hours a day and seven days a week.

### CUSTOMER SERVICE

Call [800.752.7504](tel:800.752.7504) if you'd like to:

- Schedule a service call or appointment
- Start, stop or transfer your service
- Report a natural gas emergency (call 911 if you forget this number)

### Hours of Operation

Monday-Friday: 7:30 a.m.-7 p.m. EST

Saturday-Sunday: Closed

Emergencies: Open 24/7

### SALES

Call [877.279.3636](tel:877.279.3636) if you'd like to:

- Purchase, install or schedule repair of natural gas appliances
- Convert your equipment or appliances to natural gas
- Protect your home with repair plans
- Find a contractor or builder

### Hours of Operation

Monday-Friday: 7:30 a.m.-5 p.m. EST



## easy account & payment options

Managing your Piedmont Natural Gas account has never been easier. We're pleased to offer you an online account management tool that puts every option at your fingertips. Just go to [piedmontng.com](https://piedmontng.com) and click on "Manage Your Account."

Here you can:

- View/pay your bill
- Enroll in e-Bill and pay by text
- Start, stop or transfer your service
- Add or remove an account
- Manage passwords and access to your account
- Analyze your bill with our *BillingInsights* tool
- Learn how to save energy and money
- Explore payment options and more

### CONVENIENCE BUNDLE

Call [800.752.7504](tel:800.752.7504) and ask one of our representatives to combine our most popular account options into a worry-free "Convenience Bundle." Your bundle could include:

- Equal Payment Plan (EPP)
- Paperless Billing with e-Bill
- Automatic Bank Draft
- *Share the Warmth* Round Up



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## easy account & payment options

piedmont natural gas

### Convenience Bundle Details

- **Equal Payment Plan (EPP)**  
Piedmont's Equal Payment Plan is a **FREE** service that will make your payments consistent throughout the summer and winter months
- **Paperless Billing with e-Bill**  
Enroll online for **FREE** to receive your Piedmont Natural Gas bill via email
- **Automatic Bank Draft**  
Sign up online for this **FREE** service and have your monthly payments automatically deducted from your checking or savings account each month
- **Share the Warmth Round Up**  
Share the Warmth Round Up is a Piedmont Natural Gas program that rounds your bill up to the nearest dollar each month, with the proceeds helping your neighbors in need. The most it can cost you is \$12 PER YEAR

*For more information about any of these account options, please visit us at [piedmontng.com](http://piedmontng.com). If you have questions and would rather talk to a representative, call us at 800.752.7504.*

### ADDITIONAL PAYMENT OPTIONS

For additional details about all of Piedmont's payment options, go to [piedmontng.com](http://piedmontng.com) and click on "Make a Payment," or call us at [800.752.7504](tel:800.752.7504). (Credit card payment options are available to residential customers only.)

#### Pay online

- Online Payment Center-pay online with your bank account (checking or savings) or your credit card (Visa, Discover or Mastercard) absolutely free
- CheckFree-pay online with your checking or savings account

### Pay by text

Enroll online for **FREE** to pay your Piedmont Natural Gas bill via text message from your mobile phone.

### Pay by mail

Mail Payments to:  
Piedmont Natural Gas  
P.O. Box 1246  
Charlotte, NC 28201

### Pay in person

Make a payment at any one of our authorized paystations. Visit [piedmontng.com](http://piedmontng.com) for details, including driving directions.

### Pay by phone

Pay your Piedmont Natural Gas bill through Western Union SpeedPay for same-day processing. Call [866.316.3356](tel:866.316.3356) toll-free 24 hours a day. Western Union charges \$3.50 for this service.

## PROTECTING YOUR IDENTITY

Piedmont Natural Gas is committed to protecting your personal information. When you call us, we will ask you to confirm specific information about your account. This may include your account password or the last four digits of your Social Security number.

If you call to make a payment by check or by credit/debit card, our customer service representatives will ask you for the following information only:



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## easy account & payment options

piedmont natural gas

For credit/debit card payments, we'll ask for:

- Name
- Piedmont account number
- Payment amount
- Credit/debit card number
- Expiration date
- Name on card
- ZIP code

For check payments, we'll ask for:

- Name
- Piedmont account number
- Payment amount
- Bank routing number
- Checking account number

### THIRD-PARTY NOTIFICATION

Third-Party Notification is a **FREE** service that notifies a designated third party if a Piedmont Natural Gas bill goes unpaid. This service is a great help for people who sometimes simply forget to pay their bill, have become ill or perhaps travel frequently.

Facts about Third-Party Notification:

- The third party is not responsible for payment; they are simply made aware of the unpaid bill
- You can choose to designate a third party to receive any late bill notifications you may receive
- You can become the third-party contact for someone you care about

To enroll in Third-Party Notification, call Customer Service at [800.752.7504](tel:800.752.7504).



## simple ways to save money & energy

### ENERGY-SAVING TOOLS

Piedmont Natural Gas offers energy-saving tools to help you identify ways to save energy and money. Just go to [piedmontng.com](http://piedmontng.com) to access tools and calculators that will:

- Show you how energy is used in your home
- Compare appliances and energy sources
- Offer tips for saving energy and money

#### Energy-Saving Tips

- Use a programmable thermostat
- Use energy-efficient appliances and equipment
- Ensure proper home insulation
- Seal leaks and insulate duct work
- Change or clean filters regularly
- Install low-flow faucets and showerheads
- Use approved “wraps” to insulate water heaters and water pipes in unconditioned spaces
- Replace incandescent bulbs with compact fluorescent bulbs
- Turn off lights when leaving the room
- Wash clothes on a cold-water cycle

### KEEP YOUR SERVICE ON

Experience the benefits of keeping your natural gas service on year-round, even during the summer months. When the cold weather hits in the fall, you'll enjoy:

- No reconnection fee
- No unexpected cold nights without heat
- No time away from work to have your service reconnected



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## additional services we can offer you

piedmont natural gas

### EQUIPMENT AND APPLIANCES

Call Piedmont Natural Gas for the purchase, installation and repair of your natural gas equipment and appliances. We offer:

#### Purchase, installation and repair of:

- Natural gas water heaters (tank and tankless)
- Natural gas grills
- Natural gas lights

#### Installation and repair of:

- Natural gas logs
- Natural gas space heating (ductless)
- Natural gas ranges
- Natural gas generators

### SERVICES

Piedmont is pleased to provide you with additional services that include:

- Conversion of propane grills, ranges and dryers to natural gas when manufacturer-supplied conversion kit is available
- Gas piping, both above and below ground beyond the meter

## REPAIR PLANS

Piedmont Natural Gas has partnered with “HomeServe” to bring repair plans to residential customers. Benefits include no deductibles, no bills to pay within coverage limits and a 24-hour hotline.

### Repair Plans

- Water Heater Repair/Replacement Plan (includes “upgrade” option)
- Interior Gas Line Coverage

(Repair plans are available to residential customers only.)

## FINANCING

Financing options may be available to a customer who purchases a new natural gas appliance that is installed by Piedmont or one of our partners. Financing rates and terms are subject to change and are listed at [piedmontng.com](http://piedmontng.com), or you can call [877.279.3636](tel:877.279.3636) to speak with a representative.

*For more information about equipment, appliances, services, warranties and fees, visit [piedmontng.com](http://piedmontng.com) or call us at 877.279.3636.*



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## safety

piedmont natural gas

### HOW TO RECOGNIZE A NATURAL GAS LEAK

- **SMELL**—Natural gas smells like rotten eggs
- **LOOK**—Natural gas leaks often cause bubbling water, blowing dirt or dead plants
- **LISTEN**—Natural gas leaks often cause a hissing sound near a natural gas line or meter

Call Piedmont at **800.752.7504** if you smell natural gas or suspect a leak. Always call 911 for emergencies.

If you suspect an indoor or outdoor leak:

- Leave the area immediately
- **DO NOT** use anything electrical that may create a spark; this includes cellphones
- **DO NOT** operate any light switches
- **DO NOT** light a match
- Call Piedmont at **800.752.7504**, or call **911** (call from a neighbor's house or from another location far from the smell of natural gas)
- **DO NOT** attempt to locate the source of a leak
- **DO NOT** attempt to stop a leak
- **DO NOT** return to the area until Piedmont Natural Gas or the emergency services have declared the area safe

## PROTECT YOURSELF AGAINST CARBON MONOXIDE

Carbon monoxide is a colorless, odorless gas that can result as a byproduct of incomplete burning of natural gas or other fossil fuels. Here are some tips for protecting your home or business from carbon monoxide:

- Make sure you have a carbon monoxide detector
- Make sure all natural gas appliances are installed correctly and checked annually
- Have chimneys cleaned and checked every year for obstructions
- Don't use outdoor appliances or equipment indoors for space heating or cooking

### Symptoms of carbon monoxide poisoning:

- Flu-like symptoms
- Headache
- Drowsiness
- Ringing sensation in the ears
- Nausea
- Blurred vision
- Chest pains
- Light-headedness or dizziness

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## safety

piedmont natural gas

### NATURAL GAS THEFT AND YOUR SAFETY

Tampering with or bypassing a natural gas meter is a dangerous and illegal act. When people tamper with meters or install illegal connections to divert natural gas into their home or business, they endanger your safety and your property. If you suspect natural gas theft in your area, report it to Piedmont immediately by calling [800.752.7504](tel:800.752.7504).

### HOW TO IDENTIFY A PIEDMONT NATURAL GAS EMPLOYEE

Employees of Piedmont Natural Gas occasionally will need access to your property and home to respond to your requests for service and to provide routine maintenance on your meter and/or appliances. You can easily recognize our employees by their Piedmont Natural Gas uniform, or you can request to see their identification card.

### NATURAL GAS METERS

As part of our safety commitment to you, we regularly perform required inspections, install new technology and complete routine maintenance on the natural gas meters located at our customers' homes and businesses. Please keep the meter accessible by avoiding the following:

- Please do not enclose the meter under any structure, such as a porch or deck, where escaping natural gas could be trapped



- Please do not plant landscaping too close to the meter. This could cause the meter to no longer be visible and it could damage underground natural gas lines
- Please do not use the meter to support any item, including garden hoses, as this may cause damage

### CALL 811 BEFORE YOU DIG

Be sure to call 811 a few days before you dig, plow, drill, excavate or attempt construction of any kind on your property. Your natural gas lines will be clearly marked, preventing you from damaging them when you dig.



Call 811 before the installation of:

- Septic tanks and sewer lines
- Swimming pools
- Wells
- Sprinkler systems and water lines
- Basketball goal posts or mailbox posts
- Fence and deck posts
- Trees and shrubs

For more information about safe digging, visit [piedmontng.com](http://piedmontng.com) and search for "Call 811."



### CUSTOMER PIPING

Piedmont maintains high standards for the quality and condition of the pipes and meters that deliver natural gas to your home or business. However most people don't know that homeowners and business owners are responsible for the care and maintenance of "customer piping"—this is piping that extends from the meter into your home or business.

Customer piping located underground should be checked periodically for corrosion and leaks. The most common types of underground customer piping are for pool heaters, outdoor grills and natural gas lights. Piedmont Natural Gas has resources to help you with this maintenance. Check the Repair Plans section of this packet to read about our Interior Gas Line Coverage. You can also visit [piedmontng.com](https://www.piedmontng.com) or call us at [877.279.3636](tel:877.279.3636) to learn more about protecting or repairing your customer piping.

*Note: Locating underground customer piping (from the natural gas meter to the customer's equipment) is the responsibility of the owner of the piping.*

# customer bill of rights

The South Carolina Office of Regulatory Staff ("ORS") and Public Service Commission of South Carolina ("PSC") want customers of natural gas utility companies to know their rights and responsibilities and whom to contact for assistance with questions or problems regarding regulated natural gas service. Regulated natural gas utilities include South Carolina Electric & Gas Company and Piedmont Natural Gas Company, Inc.

## BE AN INFORMED CUSTOMER. KNOW YOUR RIGHTS.

1. As a general rule, **you have the right** to establish natural gas service where available if you meet the following requirements: a) provide satisfactory identification and credit worthiness, b) provide necessary and reasonable access to your property, c) your utilization of the natural gas service does not pose a hazardous or dangerous condition, and d) there is already natural gas service in your area. If there are no natural gas lines near your home, you may or may not have the right to have the lines extended to serve you. If the lines are extended to serve you, you may be required to pay part of the cost of the extension. If you have any questions about your right to natural gas service, you should contact the natural gas company serving your area.
2. **You have the right** to establish natural gas service if you satisfactorily establish your identity and credit and neither you nor any member of your household is indebted to the natural gas utility. You may be required to pay a deposit if any one of the following conditions exist: a) you have had two (2) consecutive 30-day arrears in the past twenty-four (24) months or more than two (2) non-consecutive 30-day arrears in the past twenty-four (24) months; b) you cannot furnish either an acceptable co-signer or guarantor, who is a customer of the same natural gas utility with good credit, within the State of South Carolina, to guarantee payment of unpaid bills up to the amount of the maximum deposit; c) your natural gas service has been terminated for non-payment or fraudulent use; or d) the utility determines, through use of commercially acceptable methods, that your credit and financial condition warrants a deposit. **You have the right** to have all conditions of obtaining service explained to you by the utility's personnel.
3. If you are required to make a deposit, the maximum amount cannot exceed an amount equal to an estimated two (2) months (60 days) billing for a new customer or for an existing customer an amount equal to the total actual bills of the highest two (2) consecutive months based on the experience of the preceding twelve (12) months or for a portion of the year if the service is on a seasonal basis for an existing customer.
4. If you make a deposit with the utility, **you have the right** to have the deposit returned after two (2) years unless you have had two (2) consecutive 30-day arrears in the past twenty-four (24) months or more than two (2) non-consecutive 30-day arrears in the past twenty-four (24) months or your service has been terminated for nonpayment or fraudulent use or you discontinue service with the natural gas utility. Deposits held longer than six (6) months accrue interest at a rate prescribed by the PSC.
5. **You have the right** to avoid late payment fees if you pay your bill within twenty-five (25) days of the billing date shown on your natural gas bill for current monthly charges. A maximum of one and one-half percent (1½%) may be added to any unpaid balance not paid within twenty-five (25) days of the billing date to cover the cost of collection and carrying accounts in arrears.

## customer bill of rights

6. **You have the right** to written notice from your natural gas utility before your natural gas service is disconnected for non-payment. The notice will include information to contact the utility, the total amount owed, the date and amount of the last payment, and the date for payment or satisfactory payment arrangements for payment by installments.
7. **You have the right** to designate a third party (such as a friend, relative, or organization) who is willing to receive a copy of your service disconnection notice. This party may be able to help you arrange for payment to prevent having your service disconnected but is not obligated to pay your bill.
8. **You have the right** to defer service disconnection during the months of December through March by providing an authorized medical certificate to the natural gas utility at least three (3) days prior to service disconnection or to the utility's disconnection crew at the time of disconnection. The medical certificate application provided by the natural gas utility must be signed by a licensed physician stating that disconnection of service would be especially dangerous to your health or the health of a member of your household. The certificate must be signed by you stating that you are unable to pay by installments the amount of the charges due for your natural gas service. A certificate shall expire on the 31st day from the date of execution by the physician. Such certification may be renewed no more than three (3) times for an additional thirty (30) day period each. *(You have the responsibility to make a good faith effort to make payments for natural gas service rendered during the period of time covered by the medical certificate to prevent possible disconnection when the certificate expires. The medical certificate does not relieve you of your obligation to pay for natural gas service.)*
9. **You have the right**, prior to a scheduled disconnection of your service, to arrange with the natural gas utility for a deferred payment plan to make payment by installments if you can show that you are unable to pay the amount due. In this deferred payment plan, you must pay, in full, the installment payment and the current month's charges by the past due date. This deferred payment plan will require installment payments of not less than 1/6 of the arrears balance for a period not to exceed six (6) months. You are not eligible for another deferred payment plan if you currently are under a deferred payment plan. The utility may terminate service if you fail to meet the terms and conditions of such deferred payment plan.
10. If the natural gas utility has overcharged you as a result of a misapplied schedule, an error in reading the meter, a skipped meter reading, or any other human or machine error, **you have the right** to a credit or refund of the excess amount paid, not to exceed the applicable statute of limitations.
11. If the natural gas utility has undercharged you for any reason other than customer fraud or theft, **you have the right** to pay in equal installments the deficient amount resulting from the natural gas utility undercharging you. Undercharges not resulting from customer fraud or theft could occur as a result of a misapplied schedule, an error in reading the meter, a skipped meter reading, or any other human or machine error. The equal installment amount shall be added to the bill over the same number of billing periods during which you were undercharged.

12. **You have the right** to have the natural gas utility test the accuracy of the meter serving your residence if you suspect a malfunction. This test will be conducted, without charge, if requested more than twelve (12) months from the date of the meter installation or from the last date the meter was tested for accuracy. **You have the right** to be present or to appoint a representative to be present when the natural gas utility tests the meter. **You have the right** to be furnished with the results of the meter test. If an overcharge or undercharge occurred as a result of a fast or slow meter with an error in registration of more than two percent (2%), the bills will be increased or decreased accordingly for a period up to six (6) months.
13. **You have the right**, upon request, to receive assistance from the natural gas utility in selecting the most economical rate schedule applicable, information about the method of reading meters, and billing procedures.
14. **You have the right** to contact the natural gas utility at all hours in case of emergency or unscheduled interruptions in your natural gas service.
15. **You have the right** to have complaints promptly and thoroughly investigated by the natural gas utility.
16. **You have the right**, upon request, to review the written procedures the natural gas utility has established for service termination due to nonpayment for special needs account customers and for all residential customers during extreme hot or cold weather conditions. All gas utilities shall publish their procedures for termination of service on their websites.
17. If you need assistance with a complaint against your natural gas utility that you cannot resolve by dealing with the utility on your own, **you have the right** to call the ORS's Consumer Services Department. The Consumer Services Department will work with you and the natural gas utility in an effort to resolve your complaint. The ORS is located in Columbia and can be reached by calling toll free 1.800.922.1531 or local 803.737.5230 or online at [www.regulatorystaff.sc.gov](http://www.regulatorystaff.sc.gov).
18. If you are unable to resolve your complaint by working with the natural gas utility or with the ORS's Consumer Services Department, **you have the right** to file a formal complaint with the PSC and request a hearing. To file a complaint with the PSC, you should complete the PSC complaint form. This form is available at [www.psc.sc.gov](http://www.psc.sc.gov) and can be completed and submitted online. You may also request a copy of the complaint form, including instructions for completing the form, by contacting the PSC at 803.896.5100. If you choose to file a paper copy of your complaint with the PSC, submit it by: a) hand delivering it to 101 Executive Center Drive, Columbia, South Carolina; b) mailing it to Post Office Drawer 11649, Columbia, South Carolina 29211; or c) faxing it to 803.896.5199.

The ORS and the PSC want to inform you of your rights and responsibilities as a consumer and the responsibilities of your natural gas utility. This statement provides you a summary of your rights as a customer of a regulated natural gas utility. Not all services provided by the natural gas utility are regulated. More detailed provisions are set out in law, commission rules and regulations, and the tariffs of the natural gas utility.



Piedmont  
Natural Gas

P.O. Box 33068  
Charlotte, NC 28233

# EXHIBIT C



# Terms of Use

*Last updated August 1, 2015*

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9. If any provision(s) contained in these terms and conditions are found to be invalid or unenforceable, the remaining provisions shall nevertheless continue in full force and effect, and the invalid or unenforceable provision(s) shall be deemed modified so that they are valid and enforceable to the maximum extent permitted by law.

10. You agree to indemnify and hold PNY harmless against any and all claims, suits, proceedings, losses and damages (including, but not limited to, reasonable attorneys' fees) in connection with your violation of any applicable law, these terms and conditions or any other rights of PNY or a third party in connection with your access to and use of this Site. At your cost, PNY reserves the right to assume the exclusive defense of indemnifiable claims, suits, or proceedings asserted against it.

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If you have any questions or concerns pertaining to the privacy or security of your personal information, you can contact us by:

Email:  
[customerselfservice@piedmontng.com](mailto:customerselfservice@piedmontng.com)

Phone:  
1-800-752-7504

Mail:  
Piedmont Natural Gas  
P.O. Box 33068  
Charlotte, NC 28233

Other questions or concerns may be addressed by visiting our [Contact Us](#) page.



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| <a href="#">My Account</a>            | <a href="#">My Account</a>            | <a href="#">About Piedmont Natural Gas</a> | <a href="#">Resources for Residential Builders</a>              | <a href="#">En español</a>                  |
| <a href="#">Billing and Payment</a>   | <a href="#">Billing and Payment</a>   | <a href="#">Careers</a>                    | <a href="#">Resources for Contractors and Equipment Dealers</a> | <a href="#">Customer Messages</a>           |
| <a href="#">Start, Stop or Move</a>   | <a href="#">Start, Stop or Move</a>   | <a href="#">Safety Information</a>         | <a href="#">GTIS Online</a>                                     | <a href="#">Public Awareness and Safety</a> |
| <a href="#">Save Energy and Money</a> | <a href="#">Save Energy and Money</a> | <a href="#">Infrastructure Projects</a>    | <a href="#">CNG Fueling Stations</a>                            |   |
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|                                       |                                       | <a href="#">Media</a>                      | <a href="#">Technology and Design Center</a>                    |   |



# Voice, SMS/Texting and Email Terms and Conditions

Last updated May 27, 2020

## Introduction

These PNY Voice, SMS/Texting and Email Terms and Conditions ("Terms and Conditions"), in addition to all applicable laws and regulations, set forth the terms and conditions applicable to and governing your access and use of (a) telecommunications tools, including pre-recorded alerts, calls and voicemails (collectively, "Voice Communication"), (b) mobile communication tools and text messaging services (collectively, "SMS/Texting"), and (c) e-mail communication services (collectively, "E-mail"; and together with Voice Communication and SMS/Texting, "Messaging"). Messaging is provided by Piedmont Natural Gas Company, Inc. and its subsidiaries, divisions and affiliates (collectively, "PNY", "we", "us" or "our") as a service to our customers. Throughout these Terms and Conditions, the words "you," "your," and "yours" refer to any person or entity using the Messaging.

Please note that by replying "Y" (Yes) in response to a SMS/Texting message requesting your consent, clicking "I Agree" for email, or otherwise accessing and using Messaging, constitutes your agreement to follow and be bound by these Terms and Conditions. PNY RESERVES THE RIGHT TO UPDATE OR MODIFY THESE TERMS AND CONDITIONS AT ANY TIME WITHOUT PRIOR NOTICE TO YOU BY POSTING UPDATED TERMS AND CONDITIONS ON THIS SITE. FOR THIS REASON, WE RECOMMEND THAT YOU REVIEW THESE TERMS AND CONDITIONS FREQUENTLY. IF YOU DO NOT AGREE TO (OR CANNOT COMPLY WITH) ANY PART OF THESE TERMS AND CONDITIONS, YOU ARE PROHIBITED FROM USING MESSAGING.

ARBITRATION NOTICE: These Terms and Conditions contain a binding arbitration agreement including a waiver of any right to participate in a class action lawsuit or class-wide arbitration. Please see the "Arbitration Agreement and Class Action Waiver" section below for additional details.

## Additional Terms

- these Terms and Conditions,
- our privacy policy located at <https://www.piedmontng.com/privacy>, and
- our Terms of Use located at <https://www.piedmontng.com/terms-of-use>, (these three collectively, the "Collective Terms and Conditions"), each of which may be amended periodically by us without notice to you.

You agree that you have read and will comply with the Collective Terms and Conditions. If you do not agree, you may not set up or use Messaging and should withdraw from Messaging. Failure to withdraw after an update of the Collective Terms and Conditions will be considered as acceptance of the new terms and conditions, as authorized by your initial enrollment in the program. Notwithstanding your selected communications preferences or anything in these Terms and Conditions to the contrary, we may contact you via Messaging as permitted by applicable law.

## Agreement; Effect of Activation

By using or receiving Messaging, you acknowledge that you have read and understand the Collective Terms and Conditions, and that you accept and agree to be bound by both. You also acknowledge and agree that you are 18 years of age or older.

## Cost

There are no premium charges for customers using PNY's Messaging. Standard message and data rates may apply. These would be charged by, and be payable by you to, your mobile service provider, or other internet or data provider. As mobile access, e-mail delivery and text message delivery is subject to your carrier network availability, such access and delivery to the Messaging is not guaranteed.

## Alerts (General)

We disclaim any and all liability for any delay or failure to deliver Messaging, including without limitation, a billing or payment related notification, outage related notification or other service alert or notification. We do not warrant or guarantee that Messaging will be received and we disclaim all liability for any lost or misdirected Messaging.

## Message Frequency

Message frequency may vary for subscribers of PNY's based on a variety of factors, including, but not limited to account activity and usage, choices, and weather (for weather-based Messaging).

## Commercial Messages

By electing to participate in Messaging, you are authorizing us to contact you via the method (Voice Communication, SMS/Texting or E-mail) that you selected. Such selection shall be considered as affirmative consent to receive the related messages should these messages ever be classified as "commercial" in nature.

If you select one of our SMS/Texting services, an affirmative response by you to our confirmation text approving SMS/Texting as a method of Messaging is required for SMS/Texting. You will indicate your approval by responding to the initial E-mail or SMS/Text, which will be sent at the time of enrollment.

## Indemnification

You agree to defend, indemnify and hold harmless PNY from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of Messaging or any breach by you of these Terms and Conditions.

## Termination

You agree to promptly notify PNY if service for any mobile telephone number provided by you is cancelled, or if your mobile telephone number changes. You further agree to cancel enrollment in any Messaging service you selected which is associated with a discontinued mobile telephone number immediately. We reserve the right, in our sole discretion, to cancel or suspend any or all of Messaging, in whole or in part, for any or no reason, with or without notice to you. The following sections shall survive any termination of these Terms and Conditions: "Additional Terms", "Arbitration Agreement and Class Action Waiver", "Indemnification", "Termination", "Disclaimer", "Limitation of Liability", and "General".

## Arbitration Agreement and Class Action Waiver

A. *Mandatory Arbitration.* YOU AND PNY AGREE TO SUBMIT ANY AND ALL DISPUTES ARISING OUT OF OR RELATED TO YOUR USE OF MESSAGING (EACH, A "**DISPUTE**") TO BINDING ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT (TITLE 9 OF THE UNITED STATES CODE), WHICH SHALL GOVERN THE INTERPRETATION AND ENFORCEMENT OF THIS ARBITRATION AGREEMENT ("**ARBITRATION AGREEMENT**"). YOU AND PNY WAIVE THE RIGHT TO A TRIAL BY JURY AND ANY RIGHT TO HAVE A DISPUTE HEARD IN COURT.

In arbitration, Disputes are resolved by a neutral arbitrator instead of a judge or jury, discovery is more limited than in court, and the arbitrator's decision is subject to limited review by courts. The arbitrator can award on an individual basis the same damages and relief as a court, including monetary damages, injunctive relief, and declaratory relief. Judgment on the arbitrator's award may be entered in any court having jurisdiction thereof. A single arbitrator with the American Arbitration Association ("**AAA**") will conduct the arbitration, and the award may not exceed the relief allowed by applicable law. The arbitration will be conducted in the county of your residence or another mutually agreed location. The AAA's Consumer Arbitration Rules will apply. If AAA will not apply those rules, then AAA's Commercial Arbitration Rules will apply. The AAA's rules and a form that can be used to initiate arbitration proceedings are available at <http://www.adr.org>. You and PNY agree that if for any reason AAA will not conduct or becomes unavailable to conduct the arbitration, then a court may appoint a substitute arbitrator, and further agree that the choice of AAA as a forum is not integral to the Arbitration Agreement.

The arbitrator will decide all issues relating to the enforceability, interpretation, scope, and application of this Arbitration Agreement (including "gateway" issues of arbitrability, whether the Arbitration Agreement is unconscionable or illusory and any defense to arbitration), and these Terms and Conditions, except that a court will resolve any question regarding the validity or enforceability of the class action waiver set forth in Section B of this Arbitration Agreement. The term "Dispute" and the requirement to arbitrate will be broadly interpreted.

B. *Arbitration Class Action Waiver.* You and PNY agree that the arbitration will be conducted solely on an individual basis and not on a class, representative, consolidated, or private attorney general basis. A Dispute may not be consolidated with a claim brought or discovery by any person or entity that is not a party to the arbitration proceeding. The arbitrator may not award relief to any person or entity other than a party to the arbitration proceeding and may only award such relief as is necessary to provide relief to a party to the arbitration proceeding. If a court deems any portion of this Section B invalid or unenforceable, then Sections A and C of this Arbitration Agreement will be null and void.

C. *Fees and Costs in Arbitration.* Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. PNY will reimburse you for those fees up to \$7,500, unless the arbitrator determines the claims are frivolous. Likewise, PNY will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous.

D. *Non-Arbitration Class Action and Jury Waiver.* You and PNY agree that if for any reason a Dispute proceeds in court rather than arbitration: (1) you and PNY waive any right to a jury trial; (2) the Dispute will proceed solely on an individual, non-class, non-representative basis; and (3) neither you nor PNY may be a class representative or class member or otherwise participate in any class, representative, consolidated, or private attorney general proceeding.

E. *NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION, YOU MAY CHOOSE TO PURSUE YOUR CLAIM IN COURT AND NOT BY ARBITRATION IF YOU OPT OUT OF THIS ARBITRATION AGREEMENT WITHIN 30 DAYS FROM THE EARLIER OF: (1) THE DATE YOU ACCEPT THESE TERMS AND CONDITIONS; OR (2) THE DATE YOU FIRST SIGNED AN AGREEMENT WITH DUKE ENERGY THAT CONTAINED AN ARBITRATION PROVISION. The opt-out notice must be postmarked no later than the applicable deadline and mailed to:*

PNY Voice, SMS/Texting and Email Terms and Conditions  
550 S. Tryon St.  
DEC 45  
Charlotte, NC 28202

Attn: Terms and Conditions

*The opt-out notice must state that you do not agree to this Arbitration Agreement and must include the name, address, phone number and email address associated with your account with us. This procedure is the only way you can opt out of this Arbitration Agreement, and failure to comply strictly with this procedure and the applicable deadline automatically will render the opt-out notice null and void. If you opt out of the arbitration provision, all other parts of this Arbitration Agreement will continue to apply.*

## DISCLAIMER

WE DO NOT GUARANTEE THAT THE USE OF MESSAGING WILL MEET YOUR PERFORMANCE REQUIREMENTS OR BE UNINTERRUPTED OR ERROR-FREE. WE WILL NOT HAVE ANY LIABILITY UNDER ANY THEORY OF RECOVERY FOR ANY LOSSES OR DAMAGES DUE TO THE DELAY OR FAILURE TO DELIVER A MESSAGE. WE MAKE NO WARRANTIES OR REPRESENTATIONS AS TO THE USE OR RESULTS OF USE IN TERMS OF SECURITY, DATA PRIVACY, DATA LOSS, CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. WE WILL NOT CORRECT ANY ERRORS RELATED TO YOUR USE OF MESSAGING. YOU ASSUME ALL RISKS AS TO THE QUALITY AND PERFORMANCE OF MESSAGING, INCLUDING BUT NOT LIMITED TO HEALTH RISKS. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DEATH, PERSONAL INJURY, OR ENVIRONMENTAL DAMAGE YOU CAUSE TO YOURSELF, OR OTHERS, BY YOUR USE OF OR RELIANCE ON MESSAGING.

MESSAGING IS PROVIDED TO YOU "AS IS," AND TO THE EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. NO STATEMENTS FROM US OR OUR EMPLOYEES, AFFILIATES, DEALERS OR AGENTS MAY INCREASE THE SCOPE OF THE ABOVE WARRANTIES OR CREATE ANY NEW WARRANTIES. IF THIS DISCLAIMER IS INVALID UNDER APPLICABLE LAW, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THIRTY (30) DAYS FROM THE DATE THAT YOU FIRST INSTALL OR USE MESSAGING.

## LIMITATION ON LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, SHALL PNY OR ANY OF ITS EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, VENDORS OR SUPPLIERS BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE MESSAGING, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF AN AUTHORIZED REPRESENTATIVE OF PNY HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL PNY OR ANY OF ITS EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, VENDORS OR SUPPLIERS BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE FEES PAID BY YOU IN CONNECTION WITH YOUR USE OF MESSAGING DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

Some jurisdictions do not allow certain limitations on damages, so the limitations and exclusions above may not apply to you. If this section is held to be unenforceable, then liability will be limited to the fullest extent permitted by applicable law. In the event that any provision of this paragraph is found by a court of competent jurisdiction to exceed the restrictions permitted by applicable law, then the court shall have the power to reduce, limit or reform such provision to make it enforceable to the maximum extent permitted by law, and such provision shall then be enforceable in its reduced, limited or reformed manner; provided, however, that a provision shall be enforceable in its reduced, limited or reformed manner only in the particular jurisdiction in which a court of competent jurisdiction makes such determination. In addition, the parties agree that the provisions of this paragraph shall be severable in accordance with the terms of these Collective Terms and Conditions.

## General

These Collective Terms and Conditions represent the complete agreement between the parties and supersede all prior agreements and representations between them. Headings used in these Terms and Condition are for reference purposes only and in no way define or limit the scope of the section. If any provision of these Terms and Conditions is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the other terms of these Terms and Conditions shall remain in full force and effect. The failure of PNY to act with respect to a breach of these Terms and Conditions by you or others does not constitute a waiver and shall not limit PNY's rights with respect to such breach or any subsequent breaches. These Terms and Conditions shall be governed by and construed under North Carolina law without regard to conflicts of law provisions, provided that if you are a customer of PNY for regulated utility services, then these Terms and Conditions shall instead be governed by and construed in accordance with the State in which you receive utility services from PNY. In the event that you receive utility services from PNY in more than one State, then these Terms and Conditions shall be governed by and construed in accordance with the laws of the State in which you first received utility services from PNY.

## Messaging Additional Terms

Notwithstanding any prior request that your phone number or other contact information be included on any state or national Do Not Call Registry, to the extent you opted into Messaging, you acknowledge that such Messaging may be conducted pursuant to autodialers and/or artificial/pre-recorded voices. You acknowledge that all Messaging will be conducted at the phone number you designated when you registered for Messaging. You may discontinue some or all alerts at any time by modifying your alert subscription or unsubscribing entirely.

## Email Alerts Additional Terms

If you provided us with your email address in order to receive alerts, we may use your email address to send you other types of information, including, without limitation, marketing messages. You may unsubscribe directly from such types of e-mail by clicking the "Unsubscribe" link at the bottom of the email or by modifying your alert subscription or unsubscribing entirely.

## SMS/Texting Additional Terms

To the extent you opted into SMS/Texting, you acknowledge that SMS/Texting only functions on certain devices and operating systems and may be conducted using automated telephone dialing machines. You acknowledge that future operating system upgrades to your device may or may not be compatible with SMS/Texting. The expected message frequency may vary for subscribers of our SMS/Texting alerts, which will be affected by a variety of factors including, but not limited to monthly billing activities, usage variations and weather events.

Providing your mobile telephone number to us constitutes your consent to receive SMS/Texts related to your account. You warrant to PNY and its service providers that you are the subscriber for any mobile telephone number that you have provided, or that you are the customary user of the mobile telephone number that you have provided.

If you have ported a mobile telephone number to a different carrier or the mobile telephone number has been deactivated for any period of time you may be required to re-enroll in the SMS/Text services.

**How to OptOut** :To opt out of any PNY SMS/Text Messaging services, reply STOP to the short code that sent the Messaging. See list below for PNY-owned short codes. An unsubscribe message will be sent to your mobile number confirming your cancellation, but no more messages will be sent after that one.

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**Support/Help:** To receive additional information regarding specific Messaging service information, please text HELP to the short code that sent the Message. Optionally, you may contact us by:

Email: [customerselfservice@piedmontng.com](mailto:customerselfservice@piedmontng.com)

Phone: 800.752.7504

Mail:  
Piedmont Natural Gas  
P.O. Box 33068  
Charlotte, NC 28233

## Supported Carriers

Content may not be available on all carriers. Participating carriers include Alltel, Appalachian Wireless, AT&T, Bluegrass Cellular, Boost Mobile, Cellcom, Cellular South, Centennial Wireless, Cincinnati Bell, GCI, Imbue Wireless, Inland Cellular, IV Cellular, Nex-Tech Wireless, Nextel Communications, Revol Wireless, Sprint PCS, T-Mobile, U.S. Cellular, United Wireless, Verizon Wireless, Virgin Mobile and West Central Wireless.

## Contact Us

Other questions or concerns may be addressed by visiting our [Contact Us](#) page.

# EXHIBIT D

**PIEDMONT NATURAL GAS COMPANY, INC. CUSTOMER DATA RELEASE FORM**

Unless required by law, Piedmont Natural Gas Company, Inc. ("Piedmont") does not disclose customer information to any person or company without the customer's consent and then only to the extent specified by the customer.

I authorize Piedmont to release my energy data to \_\_\_\_\_ beginning \_\_\_\_\_ and ending \_\_\_\_\_.

The following data elements will be included:

- Customer Name
- Customer Type (Ex. Residential or Non-Residential)
- Rate Schedule
- Billing Account Number
- Service Address
- Bill Month and Year
- Gas Usage & Charges
- Reading Date

I understand that Piedmont will provide this information to the named third party only once. I agree to release Piedmont from all legal liability from the disclosure of my data. Specifically, I hereby release Piedmont from, and waive and agree not to sue Piedmont for, any losses, liabilities, claims, damages, costs or expenses which I may have under any theory of law including, but not limited to, negligence, gross negligence, contract, and/or intentional tort, arising out of or in any way connected to the disclosure of my data. MY SIGNATURE BELOW INDICATES THAT I HAVE READ AND VOLUNTARILY SIGNED THIS RELEASE AND WAIVER OF LIABILITY.

**Please print:**

Account Number: \_\_\_\_\_

Account Name: \_\_\_\_\_

Piedmont Service Address: \_\_\_\_\_

**Note:**

- The Account Name and Customer Signature must both match the customer of record for the account

**I realize that under the rules and regulations of the North Carolina Utilities Commission, the Public Service Commission of South Carolina, and the Tennessee Public Utility Commission, I may refuse to allow Piedmont to release the information set forth above. By my signature, I freely give Piedmont permission to release the information designated above.**

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please ensure that the account number, service address (city and state) and account name are clearly shown on the form. All of these items are on the customer's monthly bill.

**NCUC Code of Conduct Clarification - This Consent Form is for sharing customer energy data with a third party. Piedmont can continue to share customer info with its nonpublic utility operations and jointly market with them. However, if Piedmont wants to share customer information with an affiliate entity, Piedmont must use the disclosure form, with approved language, provided in Attachment A to the NCUC Code of Conduct.**

Revision Date: 9/27/17